

RESOLUTION NO. 1482

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR TEMPORARY CITY
CLERK AND ADMINISTRATION SERVICES WITH RANDY HINCHLIFFE**

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, the City of Dayton is in need of temporary city clerk and administrative services; and

WHEREAS, the City Council wishes to contract with Randy Hinchliffe, City Administrator, Clerk, and Treasurer for the City of Waitsburg to help provide temporary city clerk and administrative services; and

WHEREAS, the City Council finds and determines that entering into said agreement with Randy Hinchliffe is in the best interest of the residents of the City of Dayton and will promote the general health, safety and welfare;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES as follows:

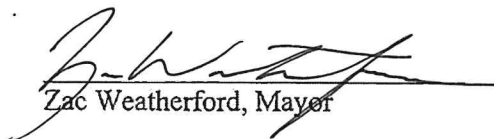
Section 1. Agreement. The Mayor is authorized to execute on behalf of the City of Dayton the contract for temporary city clerk and administration services with Randy Hinchliffe in the form attached hereto as Exhibit "A".

Section 2. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

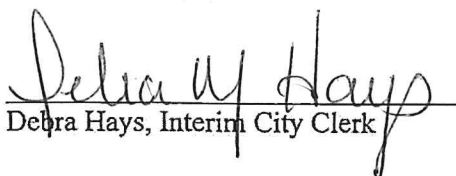
Section 3. Effective Date. That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 10th day of November, 2021.

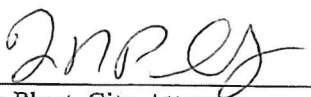
CITY OF DAYTON


Zac Weatherford, Mayor

Attest/Authenticate:


Debra Hays, Interim City Clerk

Approved as to Form:



Quinn Plant, City Attorney

CITY OF DAYTON
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made this 10 of Nov., 2021, by and between the City of Dayton, Washington, a municipal corporation, hereinafter referred to as "City", and Randy Hinchliffe, an individual, hereinafter referred to as "Contractor".

WHEREAS, the City is authorized to enter into agreements pursuant to RCW 35A.12.190; and

WHEREAS, the City is temporarily in need of city clerk and administrative services; and

WHEREAS, the Contractor is the City Clerk, Administrator, and Treasurer for the City of Waitsburg, and has the ability and capacity to temporarily assist the City with its city clerk and administrative service needs; and

WHEREAS, City and Contractor desire to enter into an agreement to perform city clerk and administrative services for the City on a temporary basis;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Purpose: To provide city clerk and administrative services for the City of Dayton on an as needed basis.

2. Scope of Work: Contractor shall perform such assignments as directed by the Mayor or the Mayor's designee, to include:

- a. Keeping the Mayor and City Council informed about the general financial condition of the City; and
- b. Administering City's purchasing system and capital planning; and
- c. Maintaining a good working relationship with the Mayor, City Council, and the general public; and
- d. Keeping and safeguarding all records, books, papers, bonds, and other valuable documents belonging to the City; and
- e. Maintaining the revenue and expense ledger; and
- f. Developing annual financial reports to meet local, state, and federal requirements; and
- g. Managing the development of the annual City Budget.

3. Term: This Agreement shall be effective as of the date set forth above and shall remain in effect until such time as either party decides to terminate the Agreement.

3. Compensation: The City shall pay Contractor a rate of \$40.00 (forty dollars) per hour for services performed under this Agreement, inclusive of costs of normal supplies, postage, use of equipment, etc. necessary to perform the services herein. Contractor will bill in increments of 1/10s (tenths) of an hour. Contractor shall be reimbursed mileage at the Standard Mileage Rate as determined by the Internal Revenue Service for 2021 or

2022, as appropriate, for travel between Waitsburg and Dayton necessary to effectuate the terms of this Agreement.

Contractor will invoice the City once per month, and payment is due within 30 (thirty) days of the City's receipt of the invoice.

With the final invoice, the Contractor may include and, if included, the City shall pay in addition an amount of \$100 (one hundred dollars) as compensation for work by Contractor on administrative work outside of this Agreement but necessary to effectuate the terms of this Agreement.

4. Termination: Either party may terminate this Agreement with thirty (30) days written notice. Upon termination, the City shall only be obligated to pay for services provided up to the day of termination.

5. General Conditions:

a. Breach: Should either party fail to substantially fulfill the requirements of this Agreement, the non-breaching party may terminate this Agreement immediately upon written notice to the other party. Upon such event, the City is only obligated to pay for services up to the day of termination.

b. Compliance with Laws: The Parties agree to comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

c. Indemnification: Contractor agrees to be responsible for and assumes liability for his own negligent acts or omission pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the city harmless from any such liability. This indemnification clause shall survive the termination of this agreement with respect to any event occurring prior to termination.

d. Independent Contractor: It is understood that the Contractor shall be an independent Contractor of the City. This Agreement shall not give rise to an employment relationship between the City and Contractor.

e. Modification: This Agreement may only be modified by writing that has been signed by the parties hereto.

f. Applicable Law and Venue: This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue for any dispute or lawsuit between the parties regarding this agreement shall be in the Superior Court of Walla Walla County, Washington.

g. Non-Discrimination: In the performance of their obligations under this agreement, neither party may discriminate in any manner on the basis of race, color, national origin, sex, religion, age, marital status, pregnancy, disability, creed, sexual orientation, or honorable discharged veteran or military status in employment or the provision of services.

h. Severability: If any portion of this Agreement is held to be invalid, such a finding will not have any effect on the remainder of this Agreement, which shall remain fully in effect and enforceable.

i. Attorneys' Fees: Should any party be the substantially prevailing party in a lawsuit to enforce any of the terms of this agreement then the substantially prevailing party shall be entitled to reimbursement from the other party its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses, and fees incurred in any appeal.

j. Assignment: No party to this Agreement may assign its rights or obligations arising from this Agreement, in whole or in part, without the prior written consent of the other party.

k. Waiver: Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provisions or condition.

l. Entire Agreement: This agreement constitutes the entire agreement of the parties.

CONTRACTOR

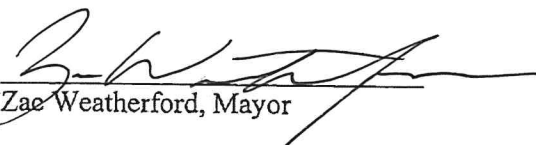


Randy Hinchliffe

11/19/21

Date

CITY OF DAYTON

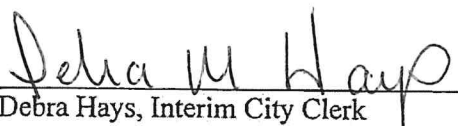


Zac Weatherford, Mayor

11/19/2021

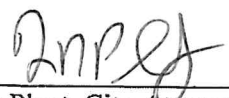
Date

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Debra Hays, Interim City Clerk

Approved as to form:



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